

**EXHIBIT D**

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# American Express Financial Advisory Service

Corporate Office Use

FP

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**Service Agreement** — American Express through American Express Financial Advisors Inc. (the Company) agrees to perform the financial advisory service for you on the following terms and conditions

The American Express Financial Advisory Service brochure (Form 94003) and any current supplement to this brochure contain important information regarding the Financial Advisory Service option you (the Client) selected and is part of this service agreement ("Agreement"). No assignment of this Agreement by the Company will be effective without Client's consent.

## Section 1 — Client Information

First Client Name

KATHRYN J. PASHUCK

Street Address

907 NEW YORK AVENUE

City

CHERRY HILL

Second Client Name

Social Security Number

143 44 3715

Birthdate

02 18 1951

State

ZIP Code

NJ 08002

Birthdate

Social Security Number

- An approved Client Profile Form 200152 for each client must be submitted prior to establishing a plan
- For address changes submit Form 518
- Is there a check attached? ☒ Yes ☐ No • Dual client? ☐ Yes ☒ No
- Married client? ☐ Yes ☒ No (If married must include spouse info)

## Section 2 — Advisor Information

Team ID

15594

Advisor 1/Servicing Advisor

Jennifer Wilcox Brune

Advisor Number

Comp %

Office Number

Team ID

15594

Advisor 2

Amir Most

Advisor Number

Comp %

Office Number

629

## Section 3 — Financial Advice to be Provided (check each advice area to be provided or check Comprehensive if addressing all six)

- ☐ Business Owner Issues (060)
- ☒ Comprehensive Financial Planning (includes all six areas listed below) (030)
- ☐ 1 Financial Position (009)
- ☐ 4 Protection Planning (005) (if selected provided at no charge)
- ☒ 2 Investment Planning (010)
- ☐ 5 Retirement Planning (020)
- ☐ 3 Income Tax Planning (015)
- ☐ 6 Estate Planning (024)

## Section 4 — Service Options (choose one option)

☒ Comprehensive or Issue (080)

☐ Consultation

(068) (Provided by authorized advisors only)

☐ Annual

(086) (Provided by authorized advisors only)

☐ Good Until Changed or Cancelled (GTCC) (26)

☐ Check here if you are updating an existing GTCC

☐ Advanced Advice Services (corporate office) (89) (14) (Can be used with any other option)

## Descriptions (see pages 10 11 of form ADV part 2 (94003))

Address the six areas of financial planning separately or as a complete comprehensive analysis. Examples are Financial Advisory Proposal and Asset Allocation analysis

Address a specific financial issue or topic within one of the areas of financial planning. Examples are debt management, cash reserve needs, tax deferral strategies, etc.

Similar to the American Express Financial Advisory Service — Comprehensive or Issue except more tools can be used to complete analysis. May also be used to address a specific financial issue or topic within one of the areas of financial planning.

Similar to the American Express Financial Advisory Service — Annual except the service agreement and fee will automatically renew each year on the anniversary of the agreement unless the service is changed or cancelled or fee increases.

Corporate office consultants will address more complex financial planning issues.

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**Advisor Use only** Please check all delivery methods that apply

- ☐ FASware (070) ☐ Allocation Master (040) ☐ FAS SBO (063) ☐ Review (065) ☐ Lumen (073)  
☐ Numbercruncher (071) ☐ MS Office (072) ☐ Completion of Service letter (067) (required for Consultation)

**Fixed fees**

Enter the fixed fee on Line 1 then skip lines 2 3 and 4 Or select hourly fees starting with line 2

If using Advanced Advice Service the fixed fee should include both the advisor and corporate office fees

1 Fixed fee

1 \$ 7.50

**Hourly fees**

Charges by the hour available for Annual Consultation and GTCC Service Options

2 Financial advisor hourly rate

2 \$

3 Estimated number of hours (or range)

3

4 Hourly fee or range (multiply lines 2 and 3)

4 \$

**Paraplanner fees**

Can be charged by all Advanced Advisors

5 Paraplanner hourly rate

5 \$

6 Paraplanner hours

6

7 Total paraplanner fee (multiply line 5 and 6)

7 \$

**Other charges or credits**

FEPS employee group number

8 State sales tax (IA add 5%)

8 \$

9 Less promotion (FEPs or corporate sponsored promotions)

9 \$(

**Total fixed fee**

Add lines to calculate the gross fee

10 Total fixed fee (add lines 1 8 9)

10 \$

**Total hourly fee**

11 Total hourly fee (add lines 4 7 8 9)

11 \$

**Payment Options**

Make any deductions available then calculate the amount due

12 FEPs employer/group subsidy amount

12 \$(

13 AEFA corporate office employee (subtract 50% from the total fee listed on Line 10 or 11)  
AEFA Employee Number

13 \$(

14 Initial Payment made (available to Advanced Advisors)

14 \$(

**Amount Due from Client**

15 Amount due (add Lines 10 through 14)

15 \$ 7.50

**Advanced Advice Services**

Break out the advisor and corporate portion of the fee and check the advanced service to be provided

☐ Comprehensive☐ Issue☐ Stock Option Exercise Analysis☐ Asset Allocation☐ Business Valuation Analysis

a Financial advisor fee \$

b Corporate office fee \$

c Amount due from Client (a + b) \$

**Payment Method**

☒ Check or Money Order

☐ American Express® Card

Card number

☐ Optima® Card

Expiration Date

☐ Redemption

☐ Form F119 ☐ Form 33442 ☐ Phone/Fax (GTCC and Annual only)

☐ Systematic Payment (GTCC and Annual only)

☐ Form F137 ☐ Phone/Fax ☐ Charge Card (attach form 6106)

☐ Payroll Deduction (available to some FEPS clients)

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-PCY

The Company's privacy policy is set forth in "An Important Notice Concerning Our Customers' Privacy" (the "Privacy Notice") which is provided to client along with the Agreement. The Privacy Notice explains the categories of personally identifiable information collected by the Company to provide the Financial Advisory Service, disclosures that may be made to affiliates and non-affiliates of the Company, and choices that clients have to opt out of certain disclosures and uses of the personally identifiable information. To select one or both of the opt out choices described in the Privacy Notice, clients must follow the instructions provided in the Privacy Notice.

The Company and the Client agree that all of the above mentioned information and data furnished to the financial advisor pursuant to Paragraph 1, shall be disclosed and used by the company in accordance with the Privacy Notice. In addition, client agrees that by purchasing the American Express Financial Advisory Service, client is authorizing the client's financial advisor and American Express Financial Advisors to use the information collected and provided as part of the service to identify and recommend investment, insurance or other financial products the financial advisor and American Express Financial Advisors sell.

#### **Section 6 — Disclosure of interest and capacity**

The financial advisor will or may recommend that Client purchase or sell investments and enter into other financial transactions. Client will have no obligation hereunder or otherwise to follow any such recommendations. If the Client does enter into one or more transaction(s) recommended by advisor, then, in addition to the compensation provided for above, Advisor will or may receive a commission or other financial benefit as a consequence of the transaction.

No assignment of the Agreement by the Company will be effective without Client's consent.

After looking at all of Client's financial data, the financial advisor may find it necessary to recommend further assessment in a specific area that has not already been designated. If Client agrees, Client will be asked to sign a new Agreement and pay the additional fee. Under those circumstances this Agreement will be null and void.

Client's service will address Client's financial concerns based on Client's current financial situation and Client's future needs and objectives. The service will be based on the personal financial information that financial advisor obtains from Client. It also will be based on assumptions that Client selects and certain other planning assumptions determined by the Company. For the service, the overall rate of return used in determining net worth and cash flow beyond the current year will be calculated based on Client's risk tolerance toward achieving each goal selected, Client's assumed average tax rates and global inflation rates specific to each goal that financial advisor helps you select.

Client recognizes that the value and usefulness of the Financial Advisory Service will be dependent upon information that he/she provides and upon his/her active participation in the formulation of financial planning objectives and in the implementation of plans to attain those objectives. If required, Client will be asked to complete a detailed questionnaire provided by the financial advisor. Client will also provide copies of financial documents as the advisor may reasonably request in order to permit complete evaluation and preparation of recommendations for Client.

Client agrees to discuss his/her requirements, objectives and projected future needs candidly with the financial advisor and to promptly inform financial advisor of material changes in circumstances, needs, objectives and other information Client previously provided to the financial advisor. Client further agrees that neither the financial advisor or the Company shall have any liability for Client's failure to promptly inform the financial advisor of material changes in Client's financial circumstances which may affect the manner in which Client's assets are allocated.

The financial advisor shall have no obligation to make any recommendation or give any financial advice to Client, which in the sole judgment of the financial advisor would be impracticable, unsuitable, unattainable or undesirable. It is understood that the financial advisor provides financial services of the type contemplated hereunder, as well as other financial services for a number of clients.

Concurrently with receipt by Client of the agreed upon services, Client may receive, without charge, if previously requested, a life insurance analysis provided by a licensed life and disability agent. The financial advisor will receive no compensation on account of any life insurance analysis and/or recommendations provided to Client. **The Company does not provide insurance consulting, legal advice or document preparation as part of this service. The Company does not monitor the day to day performance of the Client's specific investments.**

#### **Retirement Accounts**

Client agrees that neither the financial advisor nor the Company is acting as a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 (ERISA) or Internal Revenue Code of 1986, including with respect to asset allocation services provided Client, and that financial advisor and the Company are not providing investment advice for a fee that will be the primary basis for Client's investment decisions on IRA, TSA, government plan or ERISA (e.g., 401(k)) assets. To the extent an asset allocation service identifies any specific investment alternative, Client understands that other investment alternatives having similar risk and return characteristics may be available, and that Client's plan sponsor, for government or ERISA plans, or the financial advisor can assist Client in obtaining information on other potential investment alternatives.

#### **Section 7 — Arbitration**

Any controversy or claim arising out of or relating to this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. However, this paragraph shall not constitute a waiver of any right provided by the Investment Advisers Act of 1940.

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**Section 8 — Signature and Taxpayer Identification Number Certification**

By signing below I acknowledge that I have received and read the brochure (Form 94003), including the terms and conditions and I hereby consent to these terms and conditions with full knowledge and understanding of the information contained in the brochure

Under penalties of perjury I certify that

- 1 The number shown on this form is my correct taxpayer identification number, and
- 2 I am not subject to backup withholding because (a) I am exempt from backup withholding (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the Internal Revenue Service has notified me that I am no longer subject to backup withholding and
- 3 I am a U.S. person (including a U.S. resident alien)

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return

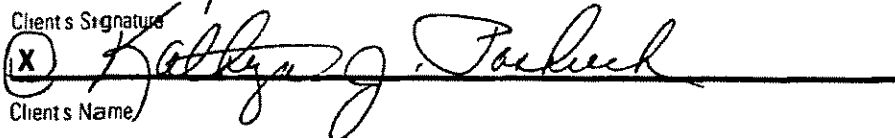
Client's Name

KATHRYN J. PASHUCK

Client's Social Security Number/Taxpayer ID Number

143 44 3715

Client's Signature

☒ 

Date

01 18 2003

Client's Name

Client's Social Security Number/Taxpayer ID Number

Client's Signature

☒

Date

Signed at

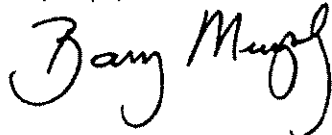
City

CHERRY HILL

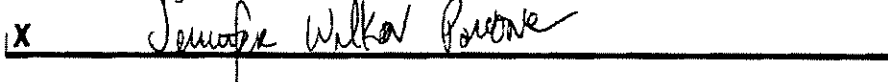
State

NJ

Barry Murphy Executive Vice President for American Express Financial Advisors Inc



Financial Advisor Signature

☒ 

Advisor's Phone Number

212 1719 0019